

**Addendum to Appraisal Research Corporation and Parke County Indiana
Software License Agreement for Assessment Software**

Appraisal Research Corporation ("ARC") and Parke County ("County") hereby enter into this addendum to the Articles of Agreement Software License Agreement previously entered into between ARC and the County (respectively referred to as the "Agreement" and the "Addendum"). This Addendum is subject to the terms and conditions of the Agreement, which shall remain in full force and effect, except as expressly modified or supplemented by this Addendum.

ADDITIONAL PROVISIONS.

I. PROGRAM PRODUCT BASIC REQUIREMENTS. In addition to the provisions set forth in the Agreement, ARC shall use its best efforts to ensure that the Program Products meet the requirements set forth in the Indiana Administrative Code (the "IAC") Section 12-1-3 (50 IAC 12-1-3). These requirements include:

- A. The Program Products shall price all classes of property strictly according to the laws of the State of Indiana (the "State").
- B. The Program Products shall produce all files and reports for use by County as required by the laws of the State.
- C. The Program Products shall allow local officials to design their own supplemental files and reports using ARC recommended third-party products.
- D. The Program Products shall provide the user with the ability to import, store, and export data, both for use by the State and to facilitate movement of data between computer systems as reasonably required by County.
- E. The Program Products shall provide the user with the ability to link a file used to store digitized photographs in a standard format.
- F. To the extent that ARC provides hardware to County, such hardware shall be compatible with the data export and transmission requirements in a standard format prescribed by the Department of Local Government Finance (the "Department") and Legislative Services Agency of the State.

II. REQUIRED AGREEMENT PROVISIONS. In addition to the provisions set forth in the Agreement, ARC shall use its best efforts to ensure that the requirements set forth in IAC Section 12-12-1 (50 IAC 12-12-1) are met. These requirements include:

- A. ARC shall submit to the Department all disputes regarding whether the Program Products meet the software standards as set forth by the State.
- B. All disputes not covered under section II.A. above shall be resolved under the laws of the State.
- C. ARC shall use its best efforts to ensure that the Program Products comply with the provisions of IAC Section 12, *et seq.*
- D. All provisions in the Agreement and this Addendum shall be binding on all parties to the contract and their successors or assigns.
- E. To the extent ARC provides hardware to Customer, the hardware must be accepted and confirmed by County's Assessor.
- F. ARC shall use its best efforts to make any Program Product or service change that may be required as a consequence of a change in any law, rule or state board policy statement relating to the computer system, provided that ARC is

compensated equitably, based on common industry rates, as are reasonably agreed to by the parties.

III. ASSESSOR SOFTWARE PROVIDER REQUIREMENTS. In addition to the provisions set forth in the Agreement, ARC shall ensure that the software provider requirements set forth in 50 IAC 12-12-2 are satisfied. These requirements include but are not limited to the following:

- A. The software maintenance agreement between ARC and County shall comply with the standards set forth in 50 IAC 12 as modified by the State Board of Tax Commissioners Non-Rule Policy Statement regarding county computer system certification.
- B. ARC shall provide assistance to County as may be required to modify the Licensed Products to comply with changes in the laws, Department rules, or Department policy statements within the time period prescribed by the law, rule, or Department, provided that ARC is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties.
- C. ARC agrees to reimburse the county for all costs incurred as a result of the vendor's failure to continue to support the assessment software during the life of the maintenance agreement.
- D. In the event a dispute arises concerning ARC's ability to provide continued support and the Department, an arbitrator, or a court rules that ARC has ceased to provide continued support and that the vendor is incapable of resuming support, ARC agrees that its documentation and source code may be released to the county.

IV. STATE OF INDIANA REAL PROPERTY ASSESSMENT MANUAL. In addition to the provisions set forth in the Agreement, ARC shall use its best efforts to ensure that the requirements set forth in 50 IAC 2.3, 50 IAC 12 are met. These requirements include:

- A. ARC has read and reasonably understands the requirements set forth in the State of Indiana Real Property Assessment Manual (50 IAC 2.3).
- B. The License Products shall conform to the operational requirements set forth in the State of Indiana Real Property Assessment Manual (50 IAC 2.3)

V. TERMINATION. ARC shall use commercially reasonable efforts to meet the certification requirements as provided in IAC Section 12, *et seq.* If ARC is unable to meet the certification requirements after using commercially reasonable efforts, ARC's liability for damages of any kind resulting from a breach of the Agreement or this Addendum, regardless of the form of action or theory of liability, shall not exceed ARC's insurance coverage. To the extent that a claim is not within ARC's insurance coverage, ARC's liability shall not exceed: (i) in the event of damage associated with a service or hardware product, the fee paid by County for that service or hardware product under the Agreement; or (ii) in all other cases, the license fee paid by County for use of the License Products or Third-Party Software. In no event shall ARC be liable for any incidental, indirect, consequential, punitive or special damages, including without limitation, lost profits or revenues, lost goodwill or loss of business even if ARC has, or should have had knowledge, actual or constructive, of the possibility of such damages.

VI. APPROVAL BY THE STATE OF INDIANA. The Department approves and certifies the Licensed Software under the laws of the State.

IN WITNESS WHEREOF, the parties have executed this Addendum through their duly authorized representatives.

Appraisal Research Corporation

By: *Richard H. H. H.*

(signature)

Its: PRESIDENT & CEO

(type or print position)

Parke County, Indiana

By: *George Nicholas*

(signature)

Its: GEORGE NICHOLAS

(type or print position)

Date: 1-10-03

Witnessed: *Daniel H. Rowland*

Date: _____

By: *Daniel H. Rowland*

(signature)

Its: _____

(type or print position)

Date: _____

By: *Patricia Leonard*

Its: PATRICIA LEONARD

(type or print position)

Date: 2-3-2003

Witnessed: *Daniel H. Rowland*

